

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 3, 2026
FROM: Damaris Henlon, City Attorney
SUBJECT: Authorization to Proceed (“ATP”) for Work Order Number H&S 26-10 with Hazen for on-call engineering support services in an amount up to \$350,000.00

I have reviewed the above referenced Agreement with the participating Department, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Department of Public Utilities
- 2) Type of Agreement – Consulting Agreement (Authorization to proceed with work order)
- 3) Method of Procurement (RFP, bid, etc.) – Request for Qualification
- 4) Term of Contract: for subject project dated October 17, 2025
 - a) initial –
 - b) renewals (if any) –
 - c) who exercises option to renew –
- 5) Contract Amount – in an amount not to exceed \$350,000.00
- 6) Termination Rights – The City has the right to terminate this Agreement for any reason or no reason, upon seven days’ written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the City. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to City within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

The Consultant shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City’s receipt of a statement from Consultant specifying its breach of its duties under this agreement.

- 7) Indemnity/Insurance Requirements – The CONSULTANT shall indemnify and hold harmless the City, and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and

other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the City or the rights of the City as set forth in Florida Statutes 768.28, as amended from time to time.

Consultant shall comply with applicable City insurance requirements.

8) Scope of Services – scope of services for engineering and administrative assistance to DPU on an as-needed basis for work tasks defined in October 2025 proposal letter.

9) Other Significant Provisions:

cc: Raelin Storey, City Manager